

EXHIBIT 1



GOLAN | CHRISTIE | TAGLIA

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GOLAN CHRISTIE TAGLIA LLP
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GCT.LAW

Robert R. Benjamin
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February 16, 2020

Via Hand Delivery

The Well Healed Pet, Inc. d/b/a Riverside Animal Clinic
c/o Dr. James Carlson
17511 Green Road
Harvard, Illinois 60033
drjimcarlson@aol.com

Re: Representation by Golan Christie Taglia LLP - Engagement Letter
Consultation on Legal Matters and Restructuring, if Necessary
Our File No.: *Not Yet Assigned*

Dear Dr. Carlson:

Thank you for retaining Golan Christie Taglia LLP (or referred to herein as the "Firm") to represent The Well Healed Pet, Inc. d/b/a Riverside Animal Clinic (or referred to herein as the "Client") with regards to preparation and prosecution of a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, if necessary. Your goal is to consult with us on legal matters relating to the operations of your business and restructuring its debts, if necessary, by filing a voluntary petition under Chapter 11 of the Bankruptcy Code.

The ethics rules governing lawyers encourage lawyers to explain to a client, in writing, both the financial aspects of the attorney-client relationship, and the responsibilities and expectations of all parties to the relationship. Please examine this agreement carefully and let me know immediately if you have any questions or concerns. No work will be performed on your matter and no attorney client relationship is established until you have both signed and returned this agreement, along with the advance payment.

1. Who will work on your matter? Beverly A. Berneman, Matthew C. Wasserman and I will be the attorneys responsible for your matter. For efficiency purposes, we may delegate work to other lawyers or legal assistants, including partners who concentrate in areas of the law that are needed for your unique situation. Each attorney and legal assistant charges an hourly rate for his or her work. Work is billed in a minimum of six-minute increments. The hourly rates of the attorneys and legal assistants that may work on your matter are:

Senior Partner	Hourly rate: \$565.00
Partner	Hourly rate: \$390.00 - \$490.00
Associate	Hourly rate: \$295.00 - \$360.00
Legal Assistant	Hourly rate: \$175.00

Travel more than 4 miles from downtown Chicago will be billed hourly at \$150.00

2. Retainer payments and billing statements. Pay an advance payment retainer in the total amount of \$15,000.00 plus filing costs. An advance payment retainer is provided to us to obtain a commitment to provide legal services in the future. The ownership of the advance payment passes to Golan Christie Taglia LLP immediately upon payment and will be deposited in our general account. You also have the right to seek an arrangement by which you advance a security retainer. In a security retainer, any funds paid to us remain your property until we apply the retainer for services that are actually rendered. Any unearned funds are refunded to you. We, however, are unwilling to represent you on a security retainer basis because of the nature of the work sought to be performed. A cost advancement of \$1,717.00 needs to also be paid before a case can be filed.

If a bankruptcy case is not currently pending, we will mail you a monthly bill detailing the work that was performed on your matter. In the event there is time expended that exceeds the advance payment retainer we expect that you will timely and consistently pay any monthly bills in full. Payment is expected within 30 days of receiving the bill. Interest of $\frac{3}{4}$ per cent per month is applied to all balances not paid within the 30 days of billing.

In the event that Client files for relief under the Bankruptcy Code, the Firm will seek further compensation through a court order for payment of fees through the bankruptcy estate. The Firm will attempt to seek fees on an interim basis in addition to traditional methods authorized by the Court. The Client agrees to pay the Firm an additional \$4,000.00 per month to be held by the Firm in escrow and to be applied pursuant to further order of the court, subject to any cash collateral order and only upon approval of the Court.

In representing you, we may incur out of pocket costs for items such as copies of needed documents, long distance telephone charges and court reporter fees. Sometimes it is advantageous to your matter for you to retain an expert witness. An expert witness will be retained only after discussing with you why it would be helpful to your matter and what the cost will be. We will forward invoices from expert witnesses directly to you for payment. Failure to pay the expert witness will result in the expert's refusal to perform any work on your matter and may severely prejudice the success of your matter.

3. Consent to Waiver of Conflict of Interest. By executing this agreement you consent to the waiver of conflict of interest if the Firm or any of its lawyers or paralegal staff represents a client who is directly adverse to you with the exception of the case within which the firm has been retained therein. Additionally, by executing this agreement you consent to the waiver of conflict of interest by the Firm, its attorneys or paralegals staff in representing another person or entity who is materially adverse to your interests upon the conclusion of the representation herein.

4. What you can expect from us. The Firm will work diligently on your matter and will keep you informed regarding the progress of your matter. We cannot guarantee the outcome of your matter. We will advise you of the recommended technical and legal tactical issues as they arise so that you may continue to evaluate whether and how you wish to continue the legal representation. However, lawyers are subject to independent ethical obligations and a lawyer is not obligated to pursue objectives or employ means simply because you may wish that the

lawyer do so, especially if the lawyer would be violating another duty by pursuing the requested action.

Generally, the information you give to our Firm is subject to the attorney-client privilege. However, lawyers are under an independent ethical duty to reveal privileged information, such as illegal or fraudulent acts committed by clients in the course of the attorney client relationship, the intention of the client to commit a crime or when the lawyer is required to divulge the information by law or court order.

5. What we expect from you. In order for a lawyer-client relationship to work effectively, you must be truthful in all discussions with us, even if, and especially when, you think the information is hurtful to you and your case. In order to help you, we need to have all information in a timely manner. If we are missing part of the picture, we cannot effectively represent you.

Another important aspect of a successful lawyer client relationship is that you pay the monthly bill in full in a timely and consistent manner. If you have a question about the bill or our services during the representation, I expect that you will bring this to my attention upon receipt of the bill. We cannot address your concern if we are unaware there is a problem.

In the event that Client files for relief under the Bankruptcy Code, any guarantor of this Agreement will be asked to advance additional fees as may be necessary.

6. Substitution of Appearance. In the event that we are substituting our appearance for counsel who has previously represented you in the matters herein, you understand and agree that we shall not be held chargeable with any errors or omissions committed by prior counsel.

7. Files and Records. All of your original client materials will be returned to you, or you will have an opportunity to retrieve your original client materials, immediately upon the conclusion of the representation. If you do not pick up your original client materials within 3 months of receiving the notice that they are available, they may be destroyed without further notice to you. If any notification is sent to you, it will be to the last current address we have on file for you.

8. Discontinuing the Representation/Withdrawing from the Representation. You have the right to discontinue the services of the Firm at any time. However, in a litigation matter, your desire to obtain a new attorney is subject to court approval. The court may not grant the substitution of counsel or agree to delay the proceeding to provide you time to obtain a new attorney.

If your advance payment retainer has not been exhausted at the time of the discontinuance, you will receive a prompt refund of the retainer, less any unpaid fees and costs then outstanding.

The Firm reserves the right to withdraw from this representation in the event that you: (a) fail to cooperate in the conduct of the case, (b) act contrary to direction of our attorneys, or (c) fail to timely pay the expense and fee statements we send you. There will be no billing for 120 days from the date of filing of a voluntary petition under Chapter 11 of the Bankruptcy Code. In the event that the Firm withdraws, its obligations under this Agreement will cease. However, you

will be obligated to pay any and all sums due the Firm plus interest at the rate of $\frac{3}{4}$ per cent per month until fully paid.

Termination of services does not affect your responsibility to pay for the legal services rendered and the costs incurred up to the date of termination.

9. Appeals and other related proceedings. This representation is limited to representing Client with regards to preparation and prosecution of a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, if necessary. A separate retainer agreement must be entered into if Client wishes for the Firm to represent Client in an appeal or other related proceedings. The Firm reserves the right to decline future requests for representation without explanation.

I appreciate the opportunity to be your representative in this important matter. Please return this signed Engagement Letter and the advance payment retainer of \$15,000.00 and cost advancement of \$1,717.00 so that we may commence working on your behalf. If you have not returned the agreement fully executed and forwarded the retainer and cost advancement by February 24, 2020, this offer of legal service is terminated.

Sincerely,

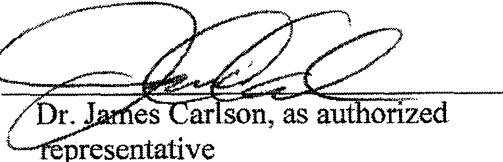
Golan Christie Taglia LLP, by



Attorney

Feb 16, 2020
Date

The Well Healed Pet, Inc. d/b/a Riverside Animal Clinic

By: 

Dr. James Carlson, as authorized
representative

Feb 16, 2020
Date

TERMS OF ENGAGEMENT FOR LEGAL SERVICES

The following is an explanation of the basis on which Golan Christie Taglia LLP bills for its services and the expenses and advances incurred on behalf of its clients, and details various practices and policies at the Firm which govern the relationship between Golan Christie Taglia LLP and its clients.

We normally submit monthly invoices to our clients unless otherwise agreed. Monthly billing ensures that our clients have a current understanding of our charges and can intelligently budget legal expenses. Invoices are usually most influenced by the amount of time expended and the current hourly billing rates of the lawyers involved in the matter. Each invoice is ordinarily reviewed by the attorney who has primary billing responsibility for that particular client prior to its submission to the client for payment. The attorney reviews the time recorded to the client's account since the last billing. The purpose of the review is to determine whether the invoice should be calculated solely on the basis of the time recorded or should be adjusted according to the circumstances.

Current hourly billing rates of attorneys and paralegals in our Firm are as follows: Partner rates range from \$390.00 to \$565.00 per hour; associate attorney rates range from \$295.00 to \$360.00 per hour; of-counsel attorney rates range from \$350.00 to \$460.00 per hour; and paralegal rates range from \$140.00 to \$225.00 per hour. Typically, the more experience an individual has, the higher the hourly rate. Ordinarily, we review and adjust our billing rates annually.

In addition to the attorney having primary responsibility for a client's work, other Golan Christie Taglia attorneys and paralegals may work on a client's matters. These individuals operate under the supervision of the attorney having primary responsibility for the client.

Clients are billed for expenses incurred in connection with their matters, such as photocopying, printing, litigation support, special mail services, messenger and overnight delivery services. Expenses would also include advances incurred on behalf of a client such as filing fees, court reporters, consulting fees, printing, computerized legal research (i.e., Westlaw, LexisNexis, Catalyst, etc.) and travel expenses, and items purchased and used exclusively in connection with a particular client's matters. Other expenses may include third-party costs associated with electronically stored information. Modern litigation involves the collection, preservation, production and analysis of electronically stored information ("ESI"). Golan Christie Taglia LLP uses a cloud-based service to collect, process and store ESI, the cost for which is charged to clients monthly on a per-gigabyte basis. Other ESI services are typically handled by the Firm's Technology Team, which charges on an hourly basis for the work performed. These fees are in addition to the attorneys' hourly rates or third-party costs reflected above..

We ask and expect payment of our invoices within thirty (30) days of the date of the invoice since delayed payment adds to our overall costs of providing services. To avoid burdening our clients who pay promptly with these additional costs, we reserve the right to charge interest at the rate of 15%, or the greatest amount allowed by law, per annum on the amount of any invoice that remains unpaid for more than forty-five (45) days after the date of the invoice. In addition, we reserve the right to discontinue performance and to withdraw as your attorneys, regardless of the status of any matter in which we may be involved and regardless of whether it may prejudice your position if any invoice remains unpaid for more than sixty (60) days after the date of the invoice.

All funds deposited into our Client Trust Account will be held for a period of ten (10) business days before disbursement.

It is of the utmost importance for us to know at all times that you are satisfied with the legal services being provided by Golan Christie Taglia LLP. So that there will always be full and open communication between us, and so that we may clearly understand and promptly deal with any concerns a client may have about our services, any questions concerning a particular invoice or about our legal services should be raised within thirty (30) days of the date of the invoice or the occurrence of the event which causes you concern.

Except for original corporate records or any records or files which we receive from you or third parties with the understanding that they belong to you, it is agreed that all of our files, copies of documents, correspondence or other materials which we may accumulate in connection with our representation of you, including copies of materials filed with any regulatory agency, shall be the property of Golan Christie Taglia LLP. You may have

copies at any time during our representation of you. Upon the termination of the engagement and upon request, we will return your property to you within thirty (30) days of such termination, provided that all fees and charges billed by Golan Christie Taglia LLP have been paid in full. Copies of our files and other materials which we may have accumulated during our representation will thereafter be made available to you, at your expense, while we retain them. However, it is specifically agreed that we have the right to dispose of our files at such time as we determine that such files no longer need to be retained. After disposal, these materials will no longer be available. In the event that all of our fees and charges are not paid in full, we reserve the right to assert an Attorney's Retaining Lien against all of the materials contained in our files.

We expect our clients to be actively involved with the matters we are handling for them, to participate in meetings and to provide whatever information and cooperation may be necessary. We also expect that the information we receive from our clients will be accurate and complete. If a client does not cooperate with us or provides us with information which is incomplete or inaccurate, we reserve the right to withdraw as the attorneys for that client.

In connection with audits of a client's financial statements, Golan Christie Taglia LLP may be requested from time to time to furnish certain information or to confirm information. By engaging us, you are authorizing us to respond to such requests in a reasonable manner and to furnish such information as is consistent with reasonable requests from the auditors and the attorney-client privilege. Time spent responding to such requests will be charged at our regular rates.

The retention of a lawyer does not insure that the desired outcome will be achieved. Accordingly, Golan Christie Taglia LLP cannot guaranty the results of its services. Rather, Golan Christie Taglia LLP will provide competent representation to its clients. Competent representation requires the legal knowledge, skill, thoroughness and preparation necessary to handle the client's matters.

Where we have been asked to represent more than one individual or entity in a matter, the Rules of Professional Conduct promulgated by the Illinois Supreme Court require us to disclose that representation of multiple clients is permitted so long as the clients do not have directly adverse interests. However, we may not represent multiple clients if the representation of one or more of those clients may be materially limited by the Firm's responsibilities to another client or to a third person, or by the Firm's or a lawyer's own interests. More simply stated, we can represent multiple parties in a matter so long as each party has similar interests. At such time as those interests diverge, we may no longer be able to represent any of the affected clients. If the matter which is the subject of the engagement letter involves the representation of multiple clients or entities, the execution and delivery of the engagement letter to Golan Christie Taglia LLP by each client is an acknowledgment that the clients have similar interests and that each consents to our representation of the other clients. In addition, where representing multiple clients or parties, unless otherwise agreed in writing by Golan Christie Taglia LLP, the clients are jointly and severally obligated with respect to the payment of our invoices.

If we must employ the services of a collection agent or an attorney, including an attorney of Golan Christie Taglia LLP, with respect to any claim seeking compensation for unpaid legal services related to our engagement (including, without limitation, any enforcement action, arbitration or other legal proceeding), or if an attorney is retained to represent Golan Christie Taglia LLP in any bankruptcy, reorganization, receivership or other proceeding affecting creditors' rights and involving a claim under the engagement letter, or if an attorney is retained to represent us in any other proceeding in connection with the engagement letter, then you shall pay or reimburse us for all costs and expenses incurred by us in connection therewith, including, without limitation, all attorneys' fees, costs and expenses, in addition to all other amounts due hereunder.

The Terms of Engagement shall be governed by and construed under the laws of the State of Illinois and any disputes under this agreement shall be litigated in Federal or State Courts located in Chicago, Illinois.

We reserve the right to modify these terms and conditions at any time. A copy of our current terms and conditions can be found at www.gct.law.